

VIRGIN ACTIVE AUSTRALIA PERSONAL TRAINING TERMS



Commitment period

1. PT sessions need to be taken within the time frames set out below, or they will be forfeited:
 - Kickstart Pack - 4 weeks from date of purchase
 - Accelerate (10 pack) - 12 weeks from date of purchase
 - Full Throttle (PT by DD) - within 4 weeks from relevant fortnightly billing date
2. PT sessions that are paid for by Direct Debit are subject to an initial 12 week commitment (Initial PT Period) and will then automatically renew for further fortnightly periods unless your PT is terminated in accordance with paragraph 7 below.

Payment terms

3. Payment for PT must be made in advance of any training sessions taking place.
4. We will review your PT fees periodically and may change them from time to time. We will give you at least 14 days' notice by displaying the proposed change in mylocker (our membership portal), or emailing you at the email address you have provided to us.

Cancellation or suspension (freeze) of your PT session

5. If, for any reason, we need to cancel your PT appointment within 24 hours, your next scheduled PT session will be provided free.
6. In return, we require 24 hours notice of any cancellation or rescheduling. Failure to do so will result in you being charged the full session rate.
7. PT by Direct Debit can only be cancelled after the Initial PT Period has been completed. After this time, any cancellation to PT by Direct Debit must be made at least 3 days prior to your next scheduled Direct Debit payment by completing a change of circumstances form or otherwise providing written notice at the club where you receive your PT services. Once PT by Direct Debit is cancelled or all sessions in your PT pack are completed, this Personal Training Agreement will terminate.
8. If you wish to suspend or "freeze" your PT agreement, you may notify us of your request in writing or by completing a Change of Circumstances Request Form. Your Home Club receptionist can confirm the freeze options available during your membership, which are only offered in blocks of one full fortnightly billing period (the "Freeze Period"). If you freeze your membership during the Initial Commitment Period, the end date of that period, as stated on your PT Agreement form, will be extended by the duration of the Freeze Period. You may notify us at any time if you'd like to freeze your PT direct debit. However, we must receive your request at least three days in advance (i.e. by close of business Sunday) prior to the start of the first fortnightly billing period you wish to freeze.

Refunds and transfers

9. If you are unable to continue your scheduled PT sessions due to medical reasons, a refund may be available for the remaining sessions. You will need to submit a letter from your doctor clearly stating exercise restrictions prior to a refund being considered.
10. Refunds are not provided under any other circumstances, except as set out below in relation to the Kickstart Promo satisfaction guarantee
11. If your Personal Trainer is away on holiday or sick leave, please contact your Club Product Manager and you will be allocated a temporary replacement Personal Trainer for the duration of their absence. Refunds will not be given on sessions that have to be rescheduled under these circumstances.

12. If your Personal Trainer is no longer with Virgin Active, your Club Product Manager will allocate you another Personal Trainer who is suitable to your needs, and will supply them with your complete training history. Refunds will not be provided under these circumstances.
13. You may not transfer your Personal Training Agreement or sessions to another person. If you cancel your Virgin Active membership any remaining sessions must be delivered prior to cancellation and no refunds will be given for unused sessions.
14. Kickstart Promo satisfaction guarantee. If you purchase a Kickstart Promo and are not satisfied with the quality of service provided during your first PT session, you must notify us in writing within 24 hours of completing that first session and tell us the reason for your concern. Where we reasonably determine that your concern is genuine and relates to the quality of the PT service provided, we may, acting reasonably and at our discretion, offer you one of the following remedies:
 - a) a replacement PT session with the same Personal Trainer;
 - b) a replacement PT session with another suitable Personal Trainer; or
 - c) a refund of the unused portion of your Kickstart Promo.

This guarantee only applies after the first session in your Kickstart Promo. It does not apply if you have completed more than one session, changed your mind, arrived late, failed to attend, or are dissatisfied due to matters outside the reasonable control of your Personal Trainer or Virgin Active. This satisfaction guarantee is offered in addition to any rights you may have under the Australian Consumer Law. All other terms relating to your Kickstart Promo remain unchanged.

Late arrivals

15. If your Personal Trainer is more than 10 minutes late for your session, you will receive a free session of PT, arranged at a mutually convenient time for you and your Personal Trainer.
16. If you're late for your session, your session length will be deducted accordingly, and you will be charged at the scheduled rate. If you're more than 20 minutes late, the session may be cancelled, and you will be charged for the full session.

Trainers

17. If you would like to change Personal Trainers, for any reason, please contact your Club Product Manager and they will be happy to assist you.
18. Should you experience any pain, discomfort, or injury, during any of your sessions, please inform your Personal Trainer immediately.
19. Prior to, or during, the course of your training, health concerns may arise that may require further input from your doctor, physiotherapist or other allied health professional. Your Personal Trainer may request your assistance in obtaining that information. Please be aware that your Personal Trainer cannot diagnose and/or prescribe treatment for any form of injury, disease, or other medical problem.
20. Our Personal Trainers are charged at different rates as set out in our Price List depending on their level.